

BEFORE THE  
BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation against: )

WOLE DAYO ADEFESO )  
1608 Centinela Avenue, No. 13 )  
Inglewood, CA 90302 )

Civil Engineer License No. C 63361, )  
Respondent. )  
\_\_\_\_\_ )

Case No. 976-A

**DECISION**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Board for Professional Engineers, Land Surveyors, and Geologists as its Decision in the above-entitled matter.

This Decision shall become effective on April 13, 2012.

IT IS SO ORDERED March 8, 2012.

Original Signed

BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS  
Department of Consumer Affairs  
State of California

1 KAMALA D. HARRIS  
Attorney General of California  
2 MARC D. GREENBAUM  
Supervising Deputy Attorney General  
3 MORGAN MALEK  
Deputy Attorney General  
4 State Bar No. 223382  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
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*Attorneys for Complainant*  
7

8 **BEFORE THE**  
**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND**  
9 **GEOLOGISTS**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 976-A

12 **WOLE DAYO ADEFESO**  
1608 Centinela Avenue, No. 13  
13 Inglewood, CA 90302  
14 **Civil Engineer License No. C 63361**

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

15 Respondent.  
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17 In the interest of a prompt and speedy settlement of this matter, consistent with the public  
18 interest and the responsibility of the Board for Professional Engineers, Land Surveyors, and  
19 Geologists of the Department of Consumer Affairs, the parties hereby agree to the following  
20 Stipulated Settlement and Disciplinary Order which will be submitted to the Board for approval  
21 and adoption as the final disposition of the Accusation.

22 **PARTIES**

23 1. Richard B. Moore, PLS (Complainant) is the Executive Officer of the Board for  
24 Professional Engineers, Land Surveyors, and Geologists. He brought this action solely in his  
25 official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the  
26 State of California, by Morgan Malek, Deputy Attorney General.  
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1       2.   Respondent Wole Dayo Adefeso (Respondent) is represented in this proceeding by  
2 attorney Ademola M. Okusanya, Esq., whose address is: 3540 Wilshire Boulevard, Suite 613  
3 Los Angeles, CA 90010

4       3.   On or about June 14, 2002, the Board for Professional Engineers, Land Surveyors,  
5 and Geologists issued Civil Engineer License No. C 63361 to Wole Dayo Adefeso (Respondent).  
6 The Civil Engineer License was in full force and effect at all times relevant to the charges brought  
7 in Accusation No. 976-A and will expire on September 30, 2012, unless renewed.

8                                   JURISDICTION

9       4.   Accusation No. 976-A was filed before the Board for Professional Engineers, Land  
10 Surveyors, and Geologists (Board) , Department of Consumer Affairs, and is currently pending  
11 against Respondent. The Accusation and all other statutorily required documents were properly  
12 served on Respondent on June 6, 2011. Respondent timely filed his Notice of Defense contesting  
13 the Accusation. A copy of Accusation No. 976-A is attached as exhibit A and incorporated  
14 herein by reference.

15                                   ADVISEMENT AND WAIVERS

16       5.   Respondent has carefully read, fully discussed with counsel, and understands the  
17 charges and allegations in Accusation No. 976-A. Respondent has also carefully read, fully  
18 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary  
19 Order.

20       6.   Respondent is fully aware of his legal rights in this matter, including the right to a  
21 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at  
22 his own expense; the right to confront and cross-examine the witnesses against him; the right to  
23 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel  
24 the attendance of witnesses and the production of documents; the right to reconsideration and  
25 court review of an adverse decision; and all other rights accorded by the California  
26 Administrative Procedure Act and other applicable laws.

27       7.   Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
28 every right set forth above.

1 CULPABILITY

2 8. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. 976-A.

4 9. Respondent agrees that his Civil Engineer License is subject to discipline and he  
5 agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

6 CONTINGENCY

7 10. This stipulation shall be subject to approval by the Board for Professional Engineers,  
8 Land Surveyors, and Geologists. Respondent understands and agrees that counsel for  
9 Complainant and the staff of the Board for Professional Engineers, Land Surveyors, and  
10 Geologists may communicate directly with the Board regarding this stipulation and settlement,  
11 without notice to or participation by Respondent or his counsel. By signing the stipulation,  
12 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the  
13 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this  
14 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of  
15 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between  
16 the parties, and the Board shall not be disqualified from further action by having considered this  
17 matter.

18 11. The parties understand and agree that facsimile copies of this Stipulated Settlement  
19 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and  
20 effect as the originals.

21 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
22 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
23 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
24 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
25 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
26 writing executed by an authorized representative of each of the parties.



1 13. In consideration of the foregoing admissions and stipulations, the parties agree that  
2 the Board may, without further notice or formal proceeding, issue and enter the following  
3 Disciplinary Order:

4 **DISCIPLINARY ORDER**

5 IT IS HEREBY ORDERED that Civil Engineer License No. C 63361 issued to  
6 Respondent Wole Dayo Adefeso (Respondent) is revoked. However, the revocation is stayed and  
7 Respondent is placed on probation for three (3) years on the following terms and conditions.

8 1. **Obey All Laws.** The Respondent shall obey all federal, state and local laws and  
9 regulations related to the practices of professional engineering and professional land surveying.

10 2. **Submit Reports.** The Respondent shall submit such special reports as the Board may  
11 require.

12 3. **Tolling of Probation.** The period of probation shall be tolled during the time the  
13 Respondent is practicing exclusively outside the state of California. If, during the period of  
14 probation, the Respondent practices exclusively outside the state of California, the Respondent  
15 shall immediately notify the Board in writing.

16 4. **Violation of Probation.** If the Respondent violates the probationary conditions in  
17 any respect, the Board, after giving the Respondent notice and the opportunity to be heard, may  
18 vacate the stay and reinstate the disciplinary order which was stayed. If, during the period of  
19 probation, an accusation or petition to vacate stay is filed against the Respondent, or if the matter  
20 has been submitted to the Office of the Attorney General for the filing of such, the Board shall  
21 have continuing jurisdiction until all matters are final, and the period of probation shall be  
22 extended until all matters are final.

23 5. **Completion of Probation.** Upon successful completion of all of the probationary  
24 conditions and the expiration of the period of probation, the Respondent's license shall be  
25 unconditionally restored.

26 6. **Cost Recovery.** Within two and half (2 1/2) years of the effective date of the  
27 decision, Respondent shall reimburse the Board for its investigative and enforcement costs in this  
28 matter in the amount of \$3,316.45. Said reimbursement may be paid in installments. Failure to

1 reimburse the Board's cost of its investigation and prosecution shall constitute a violation of the  
2 probation order, unless the Board agrees in writing to payment by an installment plan because of  
3 financial hardship.

4       **7. Examination.** Within sixty (60) days of the effective date of the decision, the  
5 Respondent shall successfully complete and pass the California Laws and Board Rules  
6 examination, as administered by the Board.

7       **8. Ethics Course.** Within two and half (2 1/2) years of the effective date of the  
8 decision, the Respondent shall successfully complete and pass a course in professional ethics,  
9 approved in advance by the Board or its designee.

10       **9. Notification.** Within thirty (30) days of the effective date of the decision, the  
11 Respondent shall provide with evidence that he has provided all persons or entities with whom he  
12 has a contractual or employment relationship relating to professional civil engineering services  
13 with a copy of the decision and order of the Board and shall provide the Board with the name and  
14 business address of each person or entity required to be so notified.

15       **10. Take And Pass Examinations.** Within two and half (2 1/2) years of effective date of  
16 the decision, the Respondent shall successfully complete and pass one (1) college-level civil  
17 engineering courses, which must be related to the areas of violation alleged in the Accusation.  
18 Said courses shall be approved in advance by the Board or its designee. The Respondent shall  
19 provide the Board with official proof of completion of the requisite courses. For purposes of this  
20 condition, "college-level course" means a course offered by a community college or a four-year  
21 university of three (3) semester units or the equivalent; it does not include seminars.

22       **11. Proof of Full Payment of the Superior Court Judgment.** Within sixty (60) days of  
23 the effective date of the decision, the Respondent shall submit verifiable proof that he has fully  
24 paid the monetary judgment in the amount of five thousand dollars (\$5,000) to the consumer  
25 complainant, RW Investment Company, Inc., as previously ordered by the Los Angeles Superior  
26 Court, in the civil proceeding entitled *RW Investment Company, Inc. v. LP Leavitt, Okey*  
27 *Okonkwo, et. al.* (Super. Ct. Los Angeles County, 2007, Case No. BC374758) on August 4, 2009.  
28 Failure to submit the proof of full payment of said judgment shall constitute a violation of



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1 probation.

2 ACCEPTANCE

3 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
4 discussed it with my attorney, Ademola M. Okusanya, Esq.. I understand the stipulation and the  
5 effect it will have on my Civil Engineer License. I enter into this Stipulated Settlement and  
6 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
7 Decision and Order of the Board for Professional Engineers, Land Surveyors, and Geologists.

8  
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10  
11 DATED: 01/03/12

Original Signed

WOLE DAYO ADEPESO  
Respondent

13 I concur with this stipulated settlement.

14  
15  
16  
17 DATED: 1/03/12

Original Signed

Ademola M. Okusanya, Esq.  
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board for Professional Engineers, Land Surveyors, and Geologists of the Department of Consumer Affairs.

Dated: January 3, 2012

Respectfully submitted,

KAMALA D. HARRIS  
Attorney General of California  
MARC D. GREENBAUM  
Supervising Deputy Attorney General

*Original Signed*

MORGAN MALEK  
Deputy Attorney General  
*Attorneys for Complainant*

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BEFORE THE  
BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS AND GEOLOGISTS  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

Case No. 976-A

FIRST LAMENED ACTIVITIES

In the Matter of the Accusation Against  
BOLLEA, A/O ADRIANO  
1000 California Street, Suite 1700  
San Francisco, CA 94109  
C/O Kenneth Harris, A/O ADRIANO  
San Francisco, California

PARTIES

Respondent: Richard B. Bollea, P.E. (Respondent) is the Accusation subject in this matter.  
Accusation is the Respondent's Office of the Board for Professional Engineers, Land Surveyors  
and Geologists, Department of Consumer Affairs (Board).  
On or about June 1, 2002, the Board for Professional Engineers, Land Surveyors

**Exhibit A**

**Accusation No. 976-A**

1 KAMALA D. HARRIS  
Attorney General of California  
2 MARC D. GREENBAUM  
Supervising Deputy Attorney General  
3 MORGAN MALEK  
Deputy Attorney General  
4 State Bar No. 223382  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
Telephone: (213) 897-2643  
6 Facsimile: (213) 897-2804  
*Attorneys for Complainant*  
7

8 **BEFORE THE**  
**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS AND GEOLOGISTS**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

10 In the Matter of the Accusation Against:

Case No. 976-A

11 **WOLE DAYO ADEFESO**  
12 **1608 Centinela Avenue, No. 13**  
13 **Inglewood, CA 90302**

**FIRST AMENDED ACCUSATION**

14 **Civil Engineer License No. C 63361,**  
15 **Respondent.**

16  
17  
18 Complainant alleges:

19 **PARTIES**

20 1. Richard B. Moore, PLS, (Complainant) brings this Accusation solely in his official  
21 capacity as the Executive Officer of the Board for Professional Engineers, Land Surveyors,  
22 and Geologists, Department of Consumer Affairs (Board).

23 2. On or about June 14, 2002, the Board for Professional Engineers, Land Surveyors,  
24 and Geologists issued Civil Engineer License No. C 63361 to Wole Dayo Adefeso (Respondent).  
25 The Civil Engineer License was in full force and effect at all times relevant to the charges brought  
26 herein and will expire on September 30, 2012, unless renewed.

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- 1 (2) A description of any basis of compensation applicable to the contract and the method  
2 of payment agreed upon by the parties.
- 3 (3) The name, address, and license or certificate number of the professional engineer,  
4 and the name and address of the client.
- 5 (4) A description of the procedure that the professional engineer and the client will use  
6 to accommodate additional services.
- 7 (5) A description of the procedure to be used by any party to terminate the contract.

8 **REGULATORY PROVISIONS**

9 6. Section 419 of the Title 16, California Code of Regulations states that "[f]or  
10 violations of Business and Professions Code sections 6775 and/or 8780 which result in an order  
11 issued in accordance with Chapters 4.5 and 5 of Part 1 of Division 3 of Title 2 of the Government  
12 Code against a professional engineering and/or a professional land surveying license, the  
13 following provisions shall apply to disciplinary orders contained in decisions of the Board:

14 "(a) The minimum disciplinary order shall be reproof. The maximum disciplinary order  
15 shall be revocation of the license.

16 "(b) If warranted by extenuating and/or mitigating factors in the matter, the disciplinary  
17 order may be stayed by an express condition that the respondent comply with probationary  
18 conditions. The minimum time period in which the respondent shall have to comply with the  
19 conditions shall be two years. For purposes of this section, this time period shall be known as the  
20 "period of probation."

21 "(c) All decisions containing stayed disciplinary orders as described in subdivision (b) shall  
22 include the following probationary conditions:

23 "(1) The respondent shall obey all laws and regulations related to the practices of  
24 professional engineering and professional land surveying.

25 "(2) The respondent shall submit such special reports as the Board may require.

26 "(3) The period of probation shall be tolled during the time the respondent is practicing  
27 exclusively outside the state of California. If, during the period of probation, the respondent  
28



1 practices exclusively outside the state of California, the respondent shall immediately notify the  
2 Board in writing.

3 "(4) If the respondent violates the probationary conditions in any respect, the Board, after  
4 giving the respondent notice and the opportunity to be heard, may vacate the stay and reinstate the  
5 disciplinary order which was stayed. If, during the period of probation, an accusation or petition  
6 to vacate stay is filed against the respondent, or if the matter has been submitted to the Office of  
7 the Attorney General for the filing of such, the Board shall have continuing jurisdiction until all  
8 matters are final, and the period of probation shall be extended until all matters are final.

9 "(5) Upon successful completion of all of the probationary conditions and the expiration of  
10 the period of probation, the respondent's license shall be unconditionally restored.

11 ....

#### 12 **COST RECOVERY**

13 7. Section 125.3 of the Code provides, in pertinent part, that the Board may request the  
14 administrative law judge to direct a licentiate found to have committed a violation or violations of  
15 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
16 enforcement of the case.

#### 17 **MARKET STREET PROJECT**

18 8. Respondent (Wole Dayo Adefeso) is a licensed civil engineer in the State of  
19 California. At the time of work at the Market Street Project, he provided civil engineering  
20 services for Konstro Designs ("Konstro") from an office location at 1608 Centinela Avenue in  
21 Inglewood, California. Konstro served as an engineering consultant for the Urban Team, which  
22 retained licensed engineers and architects to assist clients in need of engineering and architectural  
23 services. The Urban Team was a business registered to Okey Okonkwo ("Okonkwo") who was  
24 not licensed to practice civil, electrical or mechanical engineering services, nor was registered to  
25 practice architectural design.

26 9. Ronald Wilson is co-partner of R.W. Investments Company, Inc. ("RWI"), which  
27 owns the 13,600 square foot parcel of land at 704 North Market Street in Inglewood, California  
28 ("Property"). RWI planned to demolish two existing houses at the site and replace them with a

1 single residential apartment building. The new two-story complex would feature six townhouses  
2 with underground parking, along with an attached playground and recreation room.

3 10. Prior to signing the contract with the RWI, Okwonkwo advertised for numerous years  
4 in Los Angeles area phonebooks as an architect when he was not so licensed in violation of the  
5 Business and Professions Code section 5536. Further, prior to entering into the contract with  
6 RWI, Okwonkwo sent several proposals to the RWI and failed to disclose to RWI in any of  
7 the written proposals that he lacked the requisite license to practice architecture in the State of  
8 California.

9 11. On or about December 2, 2003, RWI contracted with The Urban Team to provide  
10 architectural and engineering designs for the new facility planned at the Property. For this  
11 project, The Urban Team was comprised of six consultants, including but not limited to Okonkwo  
12 to perform the permitting service and Respondent to perform structural engineering service.

13 12. The Urban Team's scope of work included preparation of pertinent "planning  
14 drawing" and "engineering drawings" for a fee of forty five thousand dollars (\$45,000). Of this  
15 amount, eighteen thousand seven hundred dollars (\$18,700)<sup>1</sup> was allocated for structural  
16 engineering services (to be furnished by Respondent) and grading design (by another entity).  
17 RWI made an initial payment of ten thousand dollars (\$10,000) on December 5, 2003, and at that  
18 time The Urban Team agreed to deliver its architectural plans to RWI within ten business days.  
19 Accordingly, the engineering plans would be prepared within thirty days thereafter. Hence, the  
20 contract between the parties specified that The Urban Team would complete its architectural and  
21 engineering designs by late-January 2004, at which time RWI would submit said designs to the  
22 City of Inglewood so to obtain a building permit.

23 13. According to the terms of the contract, The Urban Team should have started work on  
24 the Project immediately, in December 2003. However, it was not until September 2004 (nine  
25 months later) that Okonkwo (The Urban Team) and Respondent (Konstro) entered into a written  
26 contract<sup>2</sup> to provide structural calculations and structural details for RWI's project for a fee of

27 <sup>1</sup> This amount is 42% of the total amount of forty five thousand dollars (\$45,000).

28 <sup>2</sup> It is unclear why The Urban Team entered into a separate contract with Respondent in September 2004,  
(continued...)



1 eleven thousand dollars (\$11,000).<sup>3</sup> Respondent's design was completed in October 2004, one  
2 month later. Respondent sealed and signed The Urban Team's drawings.

3 14. The Urban Team's completed plans and calculations were then submitted to the City  
4 of Inglewood Planning Division ("the City") for review and plan check. During the course of its  
5 initial review in December 2004, the City requested that RWI furnish a geotechnical and soils  
6 reports for the site. Said report was apparently performed by Technosoil, Inc., under a separate  
7 contract with RWI, and was submitted to the City in February 2005. The report contained  
8 recommendations that required certain modifications to Respondent's structural design, for which  
9 Respondent was paid an additional five thousand dollars (\$5,000) directly by RWI.

10 15. The City continued to review RWI's design submittal throughout 2005, during which  
11 time it issued various written requests for corrective modifications. The preliminary approval for  
12 the project was granted on or about June 24, 2005 and Building Permit was issued "conditionally"  
13 on or about December 21, 2005. The permit was issued subject to full compliance with all  
14 conditions and required corrections written on the plans, however, the required corrections were  
15 never done.

16 16. In July 2007, two months after expiration of the building permit, RWI filed a civil  
17 suit against The Urban Team, Respondent and other defendants, in the Superior Court of  
18 California, County of Los Angeles, Case No. BC 374758, entitled *RW Investment Company, Inc.*  
19 *v. LP Leavitt, et. al.*. Said complaint alleged that the drawings prepared by The Urban Team  
20 were defective and unbuildable,<sup>4</sup> and that The Urban Team failed and refused to make the  
21 necessary corrections that were required by the City. Further, RWI sought punitive damages  
22 against The Urban Team for fraud. The Court ruled in favor of RWI against Okonkwo in the  
23

24  
25 since these services were implied as part of The Urban Team's agreement with RWI in December 2003, and should  
26 have been fully described at that time, not nine months later.

27 <sup>3</sup> Said contract specifically excluded the following items from Konstro's scope of work: geotechnical and/or  
28 soil reports, electrical and plumbing design, subdivision mapping, boundary surveys, construction management  
services, topography and grading plans, architectural plans, and structural observation reports.

<sup>4</sup> Significant elevation problems, foundation problems, recreation room problem, elevator design problems,  
and property line retaining wall problems.

1 amount of one hundred forty eight thousand two hundred sixty (\$148,260), including punitive  
2 damages for fraud and five thousand (\$5,000) against Respondent. The Court found that RWI  
3 proved overwhelmingly by "*clear and convincing evidence*" at trial that they were victims of a  
4 scam and fraud by the defendants, including Respondent Wole Adefeso. However, there was no  
5 cause of action for fraud against Defendant Adefeso, therefore, the Court could not award fraud  
6 damages against Defendant Wole Adefeso.

7  
8 17. The Court's Statement of Decision<sup>5</sup> provides "[T]he Plaintiff proved overwhelmingly  
9 by *clear and convincing evidence* at trial that they were victims of a scam and fraud by the  
10 defendants. The Court finds that the evidence was substantial and significant and included both  
11 oral testimony and documentary evidence which proved beyond doubt that the defendants had no  
12 defense to this matter. The evidence further demonstrated that the defendants took frivolous  
13 positions in this case and denied patently obvious facts in the face of clear evidence to the  
14 contrary."<sup>6</sup>

15  
16 18. The Court's Statement of Decision further provides "[T]he evidence at trial further  
17 demonstrated that the testimony of both defendants contained numerous misrepresentations and  
18 inconsistencies, and in general, lacked credibility. Defendants Wole Adefeso and Okey Okonkwo  
19 were both impeached during trial on key issues. The Court finds as a whole, the testimony of  
20 Okey Okonkwo, and Wole Adefeso lacked credibility and was completely unreliable.  
21 Throughout trial, each defendant made conflicting claims, and testified contrary to their prior  
22 testimony under oath in sworn interrogatory responses. Furthermore, each defendant's testimony  
23 was in direct contravention to their own documents. One prime example is the conflicting  
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26 <sup>5</sup> Statement of Decision in the case entitled *RW Investment Company, Inc. v. LP Leavitt, et. al.*, the Superior Court  
27 of California, County of Los Angeles, Case No. BC 374758, is attached herein as Exhibit "A" and incorporated by  
28 reference. Complainant refers to and by this reference incorporates the allegations set forth above in paragraph 16,  
inclusive, as though set forth fully.

<sup>6</sup> Statement of Decision, 3:5-10.



1 testimony given by defendant Wole Adefeso concerning his involvement in the project. As a  
2 licensed engineer, he claimed that he was unaware that he was required to have a written contract  
3 with the Plaintiff in spite of an express statute requiring him to do so. Incredibly he had a very  
4 detailed contract with Okonkwo. In his discovery responses, Wole Adefeso maintained under  
5 oath that he had a very limited role in the project. This limited role was confirmed by his own  
6 contract with defendant Okey Okonkwo. However, during trial, he changed his testimony and  
7 claimed that he was intricately involved in the project from the beginning and that he had been  
8 secretly working on the project from its inception. This claim was not only controverted and  
9 undermined by prior discovery responses, but in addition, by defendant's Adefeso's contract with  
10 Mr. Okonkwo dated September 2, 2004 (exhibit 86). Exhibit 86 clearly defined Mr. Adefeso's  
11 role in the project. In addition, the corresponding checks for payment in the amount of \$11,000  
12 further impeached his new claim and trial testimony that he was involved in the project from the  
13 beginning. Furthermore, the Adefeso contract with Okonkwo, Adefeso's prior discovery  
14 responses and his lack of a contract with the plaintiff clearly impeached Mr. Adefeso's claim that  
15 he was supervising Okonkwo's work from the beginning. Mr. Adefeso's claim that he was  
16 involved in the project from the beginning is further undermined by the fact that he did not have a  
17 written contract with the plaintiffs as required by the California Business and Professions Code,  
18 and that he never secured such a contract with the plaintiff. In addition, his claims are further  
19 undermined by the fact the Wole Adefeso's only written contract was with Okey Okonkwo in  
20 September of 2004, Exhibit 86, almost a year after Okey Okonkwo begin working on the project.  
21 Furthermore, a close examination of Exhibit 86 demonstrates that, in spite of Adefeso's trial  
22 testimony in direct contravention to his prior interrogatory responses, *Architectural plans were*  
23 *specifically excluded from his list of services.* In addition, according to his own contract, his role  
24 in the project was limited to structural calculations and structural details. In addition, as set forth  
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1 in Exhibit 86 of the contract, Mr. Adefeso was to be paid \$11,000 directly from Okey Okonkwo.  
2 The contract was entered into on September 2, 2004 and the evidence demonstrates that Okey  
3 Okonkwo paid Wole Adefeso \$11,000 on September 2, 2004 per check number 0845, Exhibit 89.  
4 As such, the defendant's own documents impeached their trial testimony. Finally, Mr. Adefeso's  
5 claims concerning his lack of understanding of the interrogatories and the significance of  
6 verifications likewise lacked credibility and bordered on the frivolous. The evidence further  
7 demonstrates that Adefeso received \$5,000 directly from the Plaintiff on January 24, 2006."  
8 (Statement of Decision, 7:9-26, 8:1-22.)  
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10 19. The Court's Statement of Decision further provides "[T]here was extensive evidence  
11 of negligence as to the services performed by Mr. Adefeso. By his own testimony he stamped the  
12 defective plans and received \$5,000 directly from RWI. Mr. Adefeso was negligent in numerous  
13 ways including failing to disclose his involvement in the project, failing to secure a written  
14 contract with RWI, failing to produce a competent work product, failing to properly supervise  
15 Okey Okonkwo's work, failing to make corrections to the plans as required by the City of  
16 Inglewood, producing a completely defective work product which required substantial revisions  
17 and corrections, conspiring, assisting and aiding and abetting Okey Okonkwo in deceiving  
18 Plaintiff, failing to properly draft the plans as testified by both the defendants experts and the  
19 plaintiff's expert, failing to perform the required corrections concerning the elevations and failing  
20 to resolve the problems identified by the City of Inglewood witnesses...RWI were actively misled  
21 and deceived by defendants Okey Okonkwo, and Wole Adefeso. Because there was no cause of  
22 action for fraud against Wole Adefeso, the Court could not award fraud damages against Mr.  
23 Adefeso. However, there was ample evidence of fraud as set forth above by Mr. Adefeso and  
24 Okey Okonkwo...The Court finds by clearing [sic] convincing evidence that the corrections on  
25 the plans were required by the City of Inglewood and that the defendants simply failed to make  
26 the corrections to resolve the problems... Furthermore, the City of Inglewood witnesses  
27 confirmed that the issuance of the building permit was conditional, and that the permit was issued  
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1 subject to full compliance with all conditions and required corrections written on the plans.  
2 However, the evidence clearly demonstrated that the required corrections were never done...In  
3 addition, the Court finds that the plaintiff has proved by clear and convincing evidence that Wole  
4 Adefeso violated numerous California statutes including California Business and Professions  
5 Code sections 5582 and 6749.”<sup>7</sup>

6 **FIRST CAUSE FOR DISCIPLINE**

7 (Negligence)

8 20. Respondent is subject to disciplinary action under section 6775, subdivision (c) of  
9 the Business and Profession Code (“Code”) in that on the Market Street Project, he committed  
10 acts of negligence when the drawings prepared by Respondent and The Urban Team were  
11 incomplete, the drawings should not have been sealed and signed in their current state, the  
12 structural calculations prepared by Respondent were difficult to interpret, did not appear to be  
13 complete, did not always correspond with the structural drawings. The Urban Team’s drawings  
14 and calculations did not suitably specify the architectural and structural criteria necessary to  
15 adequately bid and construct RWI’s multi-home apartment project. Respondent failed to disclose  
16 his involvement in the project, failed to secure written contract, failed to produce competent work  
17 product, failed to properly supervise Okonkwo’s (an unlicensed individual) work, failed to make  
18 corrections to the plans as required by the City of Inglewood, producing a completely defective  
19 work product which required substantial revisions and corrections, conspiring, assisting and  
20 aiding and abetting Okey Okonkwo in deceiving RWI, failing to perform the required corrections  
21 concerning the elevations and failing to resolve the problems identified by the City of Inglewood.  
22 Respondent did not use the judgment and care ordinarily exercised in like cases by duly licensed  
23 professional engineers in good standing with regard to preparation and of his drawings and  
24 calculations for RWI’s project and, therefore, was negligent. Complainant refers to and by this  
25 reference incorporates the allegations set forth above in paragraphs 8-19, inclusive, as though set  
26 forth fully.

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28 <sup>7</sup> Statement of Decision, 11:17-26, 12:1-26, 13:1-20.



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1 aided and abetted The Urban Team in its unlicensed practice of architectural design and civil  
2 engineering services.

3 25. Complainant refers to and by this reference incorporates the allegations set forth  
4 above in paragraphs 8-19, inclusive, as though set forth fully.

5 **FOURTH CAUSE FOR DISCIPLINE**

6 (Failure to Execute a Written Contract)

7 26. Respondent is subject to disciplinary action under sections 6749 and 6775,  
8 subdivision (h) of the Code in that failure to execute a written contract as required under the Code  
9 is a violation of the Code and ground for discipline. As set forth above, Respondent did not  
10 execute a separate "written" contract with RWI regarding the Market Street Project, which he was  
11 obligated to do in light of his direct payment from RWI and in accordance with sections 6749(a)  
12 and 6775, subdivision (h) of the Code.

13 27. Complainant refers to and by this reference incorporates the allegations set forth  
14 above in paragraphs 8-19, inclusive, as though set forth fully.

15 **FIFTH CAUSE FOR DISCIPLINE**

16 (Deceit and Misrepresentation in the Practice of Engineering)

17 28. Respondent is subject to disciplinary action under section 6775(b) of the Code in that  
18 Ronald Wilson and RWI proved overwhelmingly by *clear and convincing evidence* at the trial in  
19 the Superior Court of California, County of Los Angeles, Case No. BC 374758, entitled *RW*  
20 *Investment Company, Inc. v. LP Leavitt, et. al.*, that they were victims of a scam and fraud by  
21 the defendants. The Superior Court found that the evidence was substantial and significant and  
22 included both oral testimony and documentary evidence which proved beyond doubt that the  
23 defendants had no defense to this matter. Complainant refers to and by this reference  
24 incorporates the allegations set forth above in paragraphs 8-19, inclusive, as though set forth  
25 fully.

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1 **SIXTH CAUSE FOR DISCIPLINE**

2 (Aiding and Abetting Unlicensed Persons)

3 29. Respondent is subject to disciplinary action under section 6775(f) in that by signing  
4 and sealing The Urban Team's drawings prepared by an unlicensed individual, Respondent  
5 allowed his license to be used by unlicensed individual, with the intent to evade the provisions of  
6 the Professional Engineers Act.

7 30. Complainant refers to and by this reference incorporates the allegations set forth  
8 above in paragraphs 8-19, inclusive, as though set forth fully.

9 **PRAYER**

10 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
11 and that following the hearing, the Board issue a decision:

12 1. Revoking or suspending Civil Engineer License Number C 63361, issued to  
13 Respondent;

14 2. Ordering restitution of all damages according to proof suffered by the Market Street  
15 Project owner, RW Investment Company Inc., and Ronald Wilson, as condition of probation in  
16 the event probation is ordered;

17 3. Ordering restitution of all damages, including punitive damages, suffered by the  
18 Market Street Project owner, RW Investment Company Inc., and Ronald Wilson, as a result of  
19 Respondent's conduct as a licensee, as a condition of restoration of Civil Engineer License No. C  
20 63361, issued to Respondent;

21 4. Ordering Respondent to pay the Board the reasonable costs of the investigation and  
22 enforcement of this case, pursuant to section 125.3;

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5. Taking such other and further action as deemed necessary and proper.

DATED: 12/24/11

Original Signed

RICHARD B. MOORE, PLS  
Executive Officer  
Board for Professional Engineers, Land Surveyors, and  
Geologists  
State of California  
*Complainant*

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